



Amendment No. 2
to
Contract No. NA190000002
for
Uninterruptible Power Supply (UPS) Systems, Inspection, Maintenance, and Repair Services
between
Fakouri Electrical Engineering, Inc.
and the
City of Austin

1.0 The City hereby amends the above referenced contract to increase authorization by \$61,000. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/04/2018 – 10/03/2021	\$360,000.00	\$360,000.00
Amendment No. 1: Correction 11/30/2018	\$0.00	\$360,000.00
Amendment No. 2: Administrative Increase 11/14/2019	\$61,000.00	\$421,000.00

2.0 MBE/WBE goals were not established for this contract.

3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

FAKOURI ELECTRICAL ENGINEERING, INC.

Signature

Charles W. Ewalt

Printed Name of Authorized Person

C.O.O.

Title

11-15-19

Date

CITY OF AUSTIN

Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

11/15/19

Date



Amendment No. 1
to
Contract No. NA190000002
For
Uninterruptible Power Supply (UPS) Systems, Inspection, Maintenance, and Repair Services
between
Fakouri Electrical Engineering, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced to make the following changes:

1.1 Delete Paragraph 1.3.1 **Term of Contract** from the Contract and replace with the following:

1.3.1. **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to one (1) additional twenty-four (24) month periods at the City's sole option.

1.2 Delete Paragraph 1.4 **Compensation** from the Contract and replace with the following:

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$360,000.00 for the initial Contract term and \$240,000.00 for the extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

2.0 The total contract amount is unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/04/2018 – 10/03/2021	\$360,000.00	\$360,000.00
Amendment No. 1: Correction 11/30/2018	\$0.00	\$0.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

FAKOURI ELECTRICAL ENGINEERING, INC.



Signature

Charles W. Ewalt

Printed Name of Authorized Person

C. O. O.

Title

12-4-18

Date

CITY OF AUSTIN



Signature

JONATHAN DALCHAM

Printed Name of Authorized Person

PROCUREMENT SPECIALIST II

Title

12/5/2018

Date



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

October 4, 2018

Fakouri Electrical Engineering, Inc.
Charles W. Ewalt
30001 Comercio
Rancho Santa Margarita, CA 92688

Dear Mr. Ewalt:

The Austin City Council approved the execution of a contract with your company for Uninterruptible Power Supply (UPS) Systems, Inspection, Maintenance, and Repair Services in accordance with the referenced solicitation.

Responsible Department:	Building Services Department
Department Contact Person:	Don Pearson
Department Contact Email Address:	don.pearson@austintexas.gov
Department Contact Telephone:	(512) 974-3971
Responsible Department:	Department of Aviation
Department Contact Person:	Mike Robinson
Department Contact Email Address:	mike.robinson@austintexas.gov
Department Contact Telephone:	(512) 530-7504
Project Name:	UPS Maintenance and Repair Services
Contractor Name:	Fakouri Electrical Engineering
Contract Number:	MA 7500 NA190000002
Contract Period:	10/4/2018 – 10/3/2021
Dollar Amount	\$360,000.00
Extension Options:	Two 12-month options
Requisition Number:	RQM 7500 18052300518
Solicitation Type & Number:	IFB 7500 JRD1000REBID
Agenda Item Number:	24
Council Approval Date:	10/4/2018

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
FAKOURI ELECTRICAL ENGINEERING, INC. ("Contractor")
FOR
UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEMS, INSPECTION, MAINTENANCE, AND
REPAIR SERVICES
MA 7500 NA19000002**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Fakouri Electrical Engineering, Inc. having offices at 30001 Comercio, Rancho Santa Margarita, CA 92688 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date"). Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 7500 JRD1000REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), IFB 7500 JRD1000REBID including all documents incorporated by reference
- 1.1.3 Fakouri Electrical Engineering, Inc. Offer, dated 7/10/2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract.

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

- 1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or

complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a 36-month Contract. Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$360,000.00 for the initial Contract term and \$120,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

FAKOURI ELECTRICAL ENGINEERING, INC.

CITY OF AUSTIN

Charles W. Ewalt

Printed Name of Authorized Person



Signature

C.O.O.

Title:

10-3-18

Date:

JONATHAN DALCHAU

Printed Name of Authorized Person



Signature

PROCUREMENT SPECIALIST IV

Title:

10/4/2018

Date:



**ADDENDUM
INVITATION FOR BID
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, INSPECTION, MAINTENANCE, AND REPAIR SERVICES
CITY OF AUSTIN, TEXAS**

Solicitation: 7500 JRD1000REBID

Addendum No: 1

Date of Addendum: June 27, 2018

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

Q1: On the Price Sheet under Category 3, the City asked for a percentage discount on given parts. Each manufacturer has different discount levels, how can we indicate this to the City?

A1: The City is asking for an Offeror to provide a minimum or lowest percentage discount your company will offer the City. This amount is the baseline for the City to estimate funding needs. You can list additional manufacturer specific discounts percentages in Category 4 on the Price Sheet. Include additional pages as necessary. However, the percentages provided in Category 4 should meet or exceed the discount provided in Category 3 as the City will consider the listed percentage on Price Sheet Line 3.1 as the minimum discount.

2.0 Changes: Update the title of Section 0600 – Price Sheet to “Uninterruptible Power Supply Systems, Inspection, Maintenance, and Repair Services”

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

ACKNOWLEDGED BY:

Fakouri Electrical Eng., Inc.
Vendor Name

Authorized Signature

7-10-18
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas *with your bid.*
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM
INVITATION FOR BID
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, INSPECTION, MAINTENANCE, AND REPAIR SERVICES
CITY OF AUSTIN, TEXAS**

Solicitation: 7500 JRD1000REBID

Addendum No: 2

Date of Addendum: June 29, 2018

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 **Changes:** Extended the solicitation due dates as follows;

1.1 Bid Due Prior To time and date is changed to **2:00 PM, Thursday July 12, 2018**

1.2 Bid Opening Time and Date is changed to **3:00 PM, Thursday July 12, 2018**

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

ACKNOWLEDGED BY:

Fakore Electrical Eng., Inc.
Vendor Name


Authorized Signature

7-10-18
Date

**RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.**



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: 7500 JRD1000REBID

COMMODITY/SERVICE DESCRIPTION: Uninterruptible Power Supply Systems, Inspection, Maintenance, and Repair Services

DATE ISSUED: June 18, 2018

REQUISITION NO.: 7500 18052300518

COMMODITY CODE: 93661, 28596

BID DUE PRIOR TO: 2:00 PM, Tuesday, July 3, 2018

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSONS:

BID OPENING TIME AND DATE: 3:00 PM, Tuesday, July 3, 2018

Primary Contact:
 Jonathan Dalchau
 Procurement Specialist IV
 Phone: (512) 974-2938
 E-Mail: jonathan.dalchau@austintexas.gov

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

Secondary Contact:
 Paul Trimble
 Procurement Specialist II
 Phone: (512) 974-1714
 E-Mail: paul.trimble@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # JRD1000REBID	Purchasing Office-Response Enclosed for Solicitation # JRD1000REBID
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within **120** calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	*
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION – Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0815	LIVING WAGES CONTRACTOR CERTIFICATION – Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	CURRENT LIST OF UNINTERRUPTIBLE POWER SYSTEM UNITS	4

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Fakouri Electrical Engineering, Inc.

Company Address: 3001 Comercio

City, State, Zip: Rancho Santa Margarita, Ca 92688

Federal Tax ID No. 3

Printed Name of Officer or Authorized Representative: Charles W. Ewalt

Title: C.O.O.

Signature of Officer or Authorized Representative: 

Date: 7-10-18

Email Address: cewalt@fee-ups.com

Phone Number: 949-888-2400 or 800-669-8862

*** Completed Bid Sheet, section 0600 must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE**: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. **DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. HOLIDAYS: The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **PAYMENT BOND: (If subcontracting)**

- A. The Contractor shall provide a Payment Bond in an amount equal to 10% of the annual Contract amount within 14 calendar days after notification of award if subcontracting is identified during the offer process and at the time a Request For Change form is submitted to add a subcontractor. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

4. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36-months. The Contract may be extended beyond the initial term for up to one (1) additional 24-month period at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

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D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed or mailed to the below address, or as indicated in the Bill To address on the Department Order as appropriate:

	City of Austin
Department	Building Services Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767
Email	BSDAPInvoices@austintexas.gov

	City of Austin
Department	Department of Aviation
Attn:	Accounts Payable
Address	3600 Presidential Blvd, Suite 411
City, State Zip Code	Austin, TX 78719
Email	abia.invoices@austintexas.gov

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

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8. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

9. LIVING WAGES:

The City's Living Wage Program, Rule R161-17.14, is located at:
<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six-week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

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- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

12. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT: (reference paragraph 18 in Section 0300) (if subcontracting)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

13. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.

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- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index - Commodities	
Series ID: WPU551	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Group: Repair and maintenance services (partial)	
Item: Commercial and industrial machinery and equipment repair and maintenance	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

A. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

14. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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15. **CONTRACT MANAGER:** The following persons are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

Department: Building Services Department

Contact: Don Pearson

Phone: (512) 974-3971, Page: (512) 802-9594

Email: Donald.Baldwin@austintexas.gov

Department: Department of Aviation

Contact: Mike Robinson

Phone: (512) 530-7504

Email: Mike.Robinson@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
UNINTERRUPTIBLE POWER SYSTEMS INSPECTION, MAINTENANCE, AND REPAIR SERVICES
SOLICITATION NO.: IFB 7500 JRD1000REBID**

1. PURPOSE

The City of Austin (City) seeks to establish a contract with a qualified Contractor(s) for services to inspect, maintain, repair, and replace Uninterruptible Power Systems (UPS) at several City locations. The Contractor shall provide all labor, material, and necessary equipment for the proper execution of each level of inspection and maintenance service detailed in this scope of work. The inspection and maintenance services described are for use by various City departments. All service is to be coordinated with each department's Contract Manager or designee. Some UPS sites are in restricted areas.

This contract will support the Aviation and Building Services departments. The City reserves the right to add or delete departments and UPSs as deemed necessary. UPSs added to the contract shall coincide with the expiration of their warranty period, and shall be added into the appropriate maintenance class as mutually agreed to between the Contractor and the City. The Contractor may be required to work on a UPS still under warranty in an emergency.

The City reserves the right to make multiple awards based on individual or groups of specific line items, based on cost, convenience, or any criteria deemed by the City to be most advantageous. If multiple awards are made, the City will likely award a contract based on categories listed in Section 0600 – Bid Sheet. A single contractor may be awarded one or more of these categories.

Any services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

2. CONTRACTOR REQUIREMENTS

2.1. Contractor Qualifications

The Contractor shall:

- 2.1.1. Have a minimum of five (5) years of experience with UPS and sealed battery inspection, maintenance, and repair services that are similar in size and scope to the City's. Minimum experiences shall include, but not be limited to the following:
 - 2.1.1.1. Working with multiple derived power systems that include; automatic transfer switches, multiple UPS modules, multiple utility input power sources, and multiple standby UPS power sources.
 - 2.1.1.2. Competency with Direct Current (DC) power systems including; series-connected Valve Regulated (VRLA) battery banks, DC breakers/disconnects, DC cabling, and DC battery voltage and impedance testing.
 - 2.1.1.3. Pertaining to full wraparound maintenance bypass sequencing on static UPS units with greater than 100kVA.
 - 2.1.1.4. Submit proof of experience within five (5) working days upon request by the City. Proof of experience may be in the form of resumes, references and/or letters of reference during the previous five-year period and which clearly demonstrate and verifies the Contractor's eligibility. The City reserves the right to ask for and verify proof of experience prior to the completion of the award process.
- 2.1.2. Assign employees to perform work under this contract who have at least two (2) years of UPS maintenance and repair experience.
 - 2.1.2.1. Have technicians with documented factory service training experience with major static UPS (<100kVA) manufacturers (i.e. APC, MGE, Eaton, Liebert).
 - 2.1.2.2. The Contractor shall submit proof of technician experience within five (5) working days upon request by the City. Proof of experience can be provided through

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documented staff training, prior work experience, or other means. The City reserves the right to ask for and verify proof of experience prior to the completion of the award process.

- 2.1.3. Have access to UPS parts with major UPS manufacturers for quick response to emergency request. The parts provided shall meet or exceed the original equipment manufacturer's specifications.
- 2.1.4. Have and operate a full-time, permanent business address with the ability to be reached by email and telephone.
- 2.1.5. Provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). *Telephone answering machines do not meet the requirements of this paragraph.*

2.2. Hours of Service

- 2.2.1. The Contractor shall perform maintenance and repair services within regular business hours, which is defined as Monday through Friday from 7:00 a.m. to 6:00 p.m.
- 2.2.2. The Contractor may be required to perform maintenance and repair services during non-regular business hours, which is defined as Monday through Friday from 6:01 p.m. to 6:59 a.m., weekends, and official City holidays. The Contractor shall not invoice the non-regular business hour rate for services unless approved by the City prior to starting the work.

2.3. Emergency Services

- 2.3.1. Emergency service calls are defined as maintenance and repair that addresses a threat to public safety, health, or real property to ensure minimum downtime and malfunction, and to restore a malfunctioning UPS to operational status. The City will have the sole and final authority in determining when services will be designated as an "Emergency".
- 2.3.2. This emergency service shall be available 24 hours per day, seven days per week. The Contractor is required to respond to an emergency call within two (2) hours of first notification by the City. The Contractor shall arrive at the site within four (4) hours from the request with tools and proper personnel needed to start the repair of a downed UPS. The Contractor shall provide complete repair or temporary repair if major parts are unavailable at the time of call.

2.4. Labor and Personnel

The Contractor shall:

- 2.4.1. Be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 2.4.2. Comply with all provisions of the Occupational Health and Safety Act (OSHA) to protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions. Contractor shall comply with the latest version of the 29 CFR 1910, Occupational Safety and Health Standards. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.
- 2.4.3. Ensure that all employees are continuously trained to meet the latest technology, industry standards, and safe use of substances identified as health or physical hazards by OSHA. The Contractor shall submit proof of employee training and experience within five (5) working days upon request by the Contract Manager or designee.

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- 2.4.4. Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City immediately, and no later than one (1) working day, of the occurrence. The Contractor shall cooperate with the City and provide any written documentation and information required for record keeping purposes.
- 2.4.5. Ensure all Contractor personnel assigned to provide services under the contract shall wear a uniform, necessary safety equipment, and company issued identification. Uniforms shall be alike and shall have the Contractor's and employee's names clearly displayed on the front of the shirt and seasonal outerwear.
- 2.4.6. Understand that all Contractor personnel performing on this contract shall be subject to a 10-year background and/or fingerprint check. The Contractor shall be responsible for providing such background checks as directed by the City along with all associated costs. Background checks shall be completed solely for the City as the City will not accept background checks performed for another City.
 - 2.4.6.1. For services performed at the Austin Bergstrom International Airport (ABIA), the Contractor shall be responsible for any special clearances that may be required by the Federal Aviation Administration (FAA) and shall conform to all ABIA security directives.
 - 2.4.6.2. The Contractor acknowledges that fines or penalties may be assessed by the FAA as a result of contractor's non-compliance with provisions of "Airport Security". Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributable to contractor's non-compliance within 10 working days of receipt of written notice from ABIA that FAA has had issued a penalty.
- 2.4.7. Obtain security badges for its personnel if required by the requesting City department. The Contractor personnel shall wear an identification badge at all times while on City property. The cost of replacement badging shall be the responsibility of the contractor.
- 2.4.8. Dispatch employees to City sites who are fluent in written and spoken English for work required under this contract.
- 2.4.9. Single Point of Contact (SPOC)
 - 2.4.9.1. The Contractor shall provide a SPOC, who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority for all services provided under this Contract.
 - 2.4.9.2. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

2.5. Contractor Responsibilities

The Contractor shall:

- 2.5.1. Understand and agree that the scheduling of events at City facilities takes precedence over any scheduled maintenance and repair services agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule

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services with the Contractor due to a new event scheduled at a City facility. The City will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.

- 2.5.2. Provide all equipment, materials, labor, tools, permits, incidentals, expendable items, personal protective equipment, transportation necessary, including electricity and water, if not available on site, for proper execution and completion of inspection, maintenance, repair, and replacement services. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City ordinances, rules and regulations.
- 2.5.3. Maintain and repair all UPSs so that they operate to the original manufacturer's performance specifications.
- 2.5.4. Be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the City representative's inspection and approval.
- 2.5.5. Be responsible for damage done to property or equipment as a direct result of the Contractor's actions. Should the Contractor and/or his employees cause any damage to City property, the Contractor shall immediately inform the Contract Manager or designee. The Contractor shall make repairs or replacement to the satisfaction of the Contract Manager or designee at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 2.5.6. Seek written authorization from the Contract Manager or designee for the replacement of major components before repairs are performed. The Contractor shall contact the Contract Manager or designee for any critical issues at the time of discovery by phone, pager, email, or any means necessary to discuss corrective action.
- 2.5.7. Post proper warning signs and/or barriers when and wherever necessary. The Contractor shall be responsible for notifying proper city personnel, i.e. facilities managers or building contacts, of work in progress at City facilities. The Contractor shall inform the Contract Manager or designee of any changes in scheduling.
- 2.5.8. Dispose of all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health at no additional cost to the City. Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request or at the time of invoicing.
- 2.5.9. Not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee.

2.6. Service Requirements

2.6.1. Routine and Preventative Maintenance Schedule Services

The Contractor shall:

- 2.6.1.1. Work with the Contract Manager or designee to establish and perform a routine and preventative maintenance schedule for requested City UPS systems. The service schedules shall be performed at the direction and approval of the Contract Manager in writing.
 - 2.6.1.1.1. Provide a routine and preventive maintenance schedule within one (1) month after request by the Contract Manager or designee, or at a time mutually agreed to between the Contractor and the Contract Manager or designee. See Attachment A for an example list of City locations.

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- 2.6.1.1.2. The routine and preventative maintenance service schedule may be revised on an as-needed basis as required by the City, at the Contractor's recommendation, by individual/specific equipment, or to account for events and activities taking place at City locations. Any changes to the maintenance schedule shall be agreed to in writing by the Contract Manager or designee. Under no circumstances shall the Contractor adjust or modify the maintenance service schedule, the frequency, or number of hours for onsite maintenance without prior written approval from the Contract Manager or designee.
- 2.6.1.2. Include all labor, parts, supplies, and travel expenses necessary to perform all inspection and routine maintenance services for the offered unit price provided on the Section 0600 – Bid Sheet for each of the item number specified.
- 2.6.1.3. Use testing equipment that follow's the current manufacturer's recommendation for calibration and maintenance requirements.
- 2.6.1.4. Follow the current industry, Institute of Electrical and Electronics Engineers, and manufacturer standards.
- 2.6.1.5. Respond to non-scheduled preventive maintenance requests within one (1) working day and acknowledge receipt of the request by phone or email with the Contract Manager or designee. The Contractor shall complete the non-scheduled preventative maintenance request within three (3) working days of the request, or as otherwise mutually agreed to between the Contractor and the Contract Manager or designee.
- 2.6.1.6. Invoice routine and preventative maintenance services separately from non-emergency and emergency repair services. Repair services shall be paid at the hourly bid rate for labor service and cost of repair parts to include any mark-up or discount per the terms of this contract.
- 2.6.1.7. Charge the City for replacement air filters, batteries, magnetics (including transformers), and protective full bank capacitor replacements outside of the prices offered for a Routine and Preventative Maintenance services if requested and approved by the City.
- 2.6.1.8. Provide a report for each inspection and preventative maintenance service performed with measurements, notes, and suggested repairs or replacement of components found in PDF format within three (3) working days for review, or at a time mutually agreed to between the Contractor and the Contract Manager or designee. The Contractor shall address any questions raised by the Contract Manager or designee. A copy of the inspection and preventative maintenance report shall be submitted with the invoice.
 - 2.6.1.8.1. With the inspection and preventative maintenance report, the Contractor shall include a written estimate for labor and materials for suggested repairs. The Contract Manager or designee will provide any approval to proceed with the repair in writing and provide a Department Purchase Order (DO) prior to the Contractor beginning the work.
- 2.6.1.9. Single-Phase UPS Models – Shall include one (1) semi-annual and one (1) annual Preventative Maintenance service.
 - 2.6.1.9.1. Semi-Annual Preventative Maintenance Service requirements:
 - 2.6.1.9.1.1. Check integrity of battery cabinet.
 - 2.6.1.9.1.2. Visually inspect battery system for: swelling, leaks, loose foreign objects, overheated or corroded cables and

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- connectors, loose-fitting or damaged connections on batteries, and appropriate product labels related to safety and warning hazards. Load test each individual battery 9 AH or less using a Cell Tester Model: Cell 03-0224 or equivalent.
- 2.6.1.9.1.3. Return the system to normal load and verify the output voltage. Calibrate as necessary.
- 2.6.1.9.1.4. Clean and neutralize cell tops as required.
- 2.6.1.9.1.5. Tighten all battery terminal connections to their proper specifications.
- 2.6.1.9.1.6. Measure and record DC bus ripple voltage.
- 2.6.1.9.1.7. Measure and record total battery float voltage.
- 2.6.1.9.1.8. Record room ambient temperature.
- 2.6.1.9.2. Annual Preventative Maintenance service requirements:
 - 2.6.1.9.2.1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables, and major components.
 - 2.6.1.9.2.2. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
 - 2.6.1.9.2.3. Inspect for broken, brittle, damaged, or heat-stressed components and cables.
 - 2.6.1.9.2.4. Clean any foreign material and dust from internal compartments.
 - 2.6.1.9.2.5. Record phase to phase and phase to neutral input and output voltages using quality testing equipment.
 - 2.6.1.9.2.6. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
 - 2.6.1.9.2.7. Perform a status check of alarm circuits.
 - 2.6.1.9.2.8. Perform an operational test of the system including unit transfer and controlled battery discharge up to critical DC bus voltage. Record battery runtime in report. With COA approval.
 - 2.6.1.9.2.9. Perform a Battery Equalization Charge as an option for Paragraph 2.6.1.9.2.8.
 - 2.6.1.9.2.10. Install or perform Engineering Field Change Notices (FCN) as necessary.
 - 2.6.1.9.2.11. Include the requirements of the Semi-Annual Preventative Maintenance Service listed under Paragraph 2.6.1.9.1.
- 2.6.1.10. Three-Phase UPS Models – Includes two (2) bi-annual, one (1) semi-annual, and one (1) annual Preventive Maintenance service.
 - 2.6.1.10.1. Sealed VRLA Battery Quarterly Preventative Maintenance Service requirements:
 - 2.6.1.10.1.1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
 - 2.6.1.10.1.2. Visually inspect for evidence of corrosion.
 - 2.6.1.10.1.3. Measure and record the ambient temperature.
 - 2.6.1.10.1.4. Test each VRLA battery with a quality tester (Alber cellcorder) or equivalent.
 - 2.6.1.10.1.5. Measure and record the total battery float voltage and charging current.
 - 2.6.1.10.1.6. Measure and record the overall AC ripple voltage.

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- 2.6.1.10.1.7. Measure and record the overall AC ripple current.
- 2.6.1.10.1.8. Visually inspect the jars and covers for cracks and leakage.
- 2.6.1.10.1.9. Verify the condition of the ventilation equipment as applicable.
- 2.6.1.10.1.10. Verify the integrity of the battery rack/cabinet.
- 2.6.1.10.1.11. Measure and record 100% of the cell temperatures.
- 2.6.1.10.1.12. Measure and record the float voltage of all cells.
- 2.6.1.10.1.13. Measure and record all internal impedance readings.
- 2.6.1.10.1.14. Refurbish cell connections as necessary

2.6.1.10.2. Semi-Annual Preventative Maintenance Service requirements:

- 2.6.1.10.2.1. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components. Check air filters for cleanliness.
- 2.6.1.10.2.2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
- 2.6.1.10.2.3. Check module(s) completely for the following (as applicable):
 - 2.6.1.10.2.3.1. Rectifier and inverter snubber boards for discoloration
 - 2.6.1.10.2.3.2. Power capacitors for swelling or leaking oil
 - 2.6.1.10.2.3.3. DC capacitor vent caps that have extruded more than 1/8"
 - 2.6.1.10.2.3.4. Record all voltage and current meter readings on the module control cabinet or the system control cabinet
 - 2.6.1.10.2.3.5. Measure and record harmonic trap filter currents
- 2.6.1.10.2.4. Include the requirements of the Sealed VRLA Battery Quarterly Preventative Maintenance Service listed under Paragraph 2.6.1.10.1.

2.6.1.10.3. Annual Preventative Maintenance service requirements:

- 2.6.1.10.3.1. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
- 2.6.1.10.3.2. Check the inverter and rectifier snubbers for burned or broken wires.
- 2.6.1.10.3.3. Check fuses on the DC capacitor deck for continuity as applicable.
- 2.6.1.10.3.4. With prior approval from Contract Manager or designee, perform operational test of the system including unit transfer and a controlled battery discharge.
- 2.6.1.10.3.5. Perform a Battery Equalization Charge as an option for Paragraph 2.6.1.10.2.4.
- 2.6.1.10.3.6. Calibrate and record all electronics to system specifications.
- 2.6.1.10.3.7. Install or perform Engineering FCN as necessary.
- 2.6.1.10.3.8. Measure and record all low-voltage power supply levels.
- 2.6.1.10.3.9. Measure and record phase-to-phase input voltage and currents.
- 2.6.1.10.3.10. Re-tighten all battery connections to the battery manufacturer's specifications.

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- 2.6.1.10.3.11. Measure and record all battery connection resistances in micro-ohms as applicable.
- 2.6.1.10.3.12. Check UPS peripherals that may include the maintenance bypass cabinet, power tie, system control cabinet, and slim line distribution cabinet.
 - 2.6.1.10.3.12.1. Complete visual inspection of the peripheral equipment including internal sub-assemblies, wiring harnesses, contactors, cables, and major components.
 - 2.6.1.10.3.12.2. Check all mechanical connections for tightness and heat discoloration, perform a temperature check on all breakers, tie bars and termination points for excessive heat. Making corrections where necessary.
 - 2.6.1.10.3.12.3. Clean any foreign material and dust from internal compartments.
 - 2.6.1.10.3.12.4. Perform a status check of all alarm circuits as applicable.
 - 2.6.1.10.3.12.5. Calibration of the equipment to meet manufacturer's specifications as applicable.
 - 2.6.1.10.3.12.6. Operational checkout of the system to include transfers and proper status indications, with COA approval.
 - 2.6.1.10.3.12.7. Install or perform Engineering FCN as necessary.
- 2.6.1.10.3.13. Include the requirements of the Semi-Annual Preventative Maintenance Service listed under Paragraph 2.6.1.10.2.

2.6.2. Repair Services

The Contractor shall:

- 2.6.2.1. Perform repair services on an as-needed basis for all City locations.
- 2.6.2.2. Acknowledge receipt of repair requests within one (1) working day by phone or email to the Contract Manager or designee. The Contract Manager or designee will provide the Contractor with the location, site contact, and description of the issue.
- 2.6.2.3. Inspect the entire system before repairs begin to ensure that no other repairs are required prior to the submission of each job proposal.
- 2.6.2.4. Provide a not to exceed quote, based upon the rates listed in Section 0600 - Bid Sheet, with a brief description of the work to be done, clearly distinguish the cost of parts and labor, and proposed timeline in writing within two (2) working days of notification for approval by the Contract Manager or designee, or at a time mutually agreed to between the Contractor and the Contract Manager or designee. The estimate shall not include a separate charge for administrative, rental equipment, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.
 - 2.6.2.4.1. After a quote is agreed to, the Contract Manager or designee will provide approval to proceed with the repair in writing and provide a Department Purchase Order (DO) prior to the Contractor beginning the work. The Contractor shall not begin work without proper approval to move forward.

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2.6.2.4.2. Upon receipt of approval, the Contractor shall contact the Contractor Manager or designee within one (1) working days to schedule a start date for services. Repairs shall start within two (2) working days of written approval by the City, or at a time mutually agreed to between the Contractor and Contract Manager or designee.

2.6.2.5. Submit Change Orders requests for unknown conditions that affect the project quote. Change orders shall be approved by the Contract Manger or designee in writing before work can proceed on items affected by the change order. Under no circumstance shall the Contractor proceed with work on a change order without the Contract Manager's prior written approval.

2.6.2.6. Provide a detailed report for all repair services performed, including additional repairs needed, to the Contract Manager or designee for signature indicating service levels performed during the visit. A copy of the signed report shall be submitted with the invoice.

2.6.3. Emergency Repair Services

2.6.3.1. Emergency repair services are defined as maintenance and repair that addresses a threat to public safety, health, or real property. The Contract Manager or designee will have the sole and final authority in determining when services will be designated as an expedited.

The Contractor shall:

2.6.3.2. Acknowledge an emergency request within two (2) hours or less and be onsite within four (4) hours unless otherwise approved or agreed-upon by the Contract Manager or designee. The response time shall begin at the time the call is made and end at the time the appropriate Contractor's employee signs in at the work site.

2.6.3.3. Provide a complete cost estimate with an estimated completion time to the Contract Manager or designee within two (2) hours of arrival to the job site. The Contractor and Contract Manager or designee may mutually agree that a verbal cost estimate for Emergency Repair Services will meet the needs of the City. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.

2.6.3.4. If providing a verbal estimate, or a verbal change order for Emergency Repair Services, provide the Contract Manager or designee with a written estimate, or change order, and summary of the services performed within two (2) working days of rendering the emergency services, unless otherwise requested or specified by the Contract Manager or designee.

2.6.3.5. Provide a detailed report for all repair services performed, including additional repairs needed, to the Contract Manager or designee for signature indicating service levels performed during the visit. A copy of the signed report shall be submitted with the invoice.

2.7. **Material Requirements** – All replacement parts shall be of the same or higher quality and be of the same manufacturing design as the parts being replaced and shall have the approval of the Contract Manager or designee prior to any and all service.

The Contractor shall:

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- 2.7.1. Stock an adequate supply of parts and materials to provide maintenance and repair services to City UPSs. The City estimates a two (2) week supply as adequate and will be mutually agreed upon between the Contract and the City.
- 2.7.2. Offer a discount for replacement parts. This discount percentage shall be identified on Section 0600 – Bid Sheet and shall be for all parts under this contract. Discount shall clearly be identified on the invoice.
- 2.7.3. Use parts, lubricants, and chemicals associated with maintenance of the UPS systems that meet manufacturer's specifications where applicable.
- 2.7.4. Provide replacement batteries from Deka, C&D Technologies, or another manufacturer as approved by the Contract Manager or designee.
 - 2.7.4.1. Batteries installed shall be of the same manufacturer and date code, and shall not be older than six (6) months from the date of manufacture.

2.8. Disposal of Parts, Non-Hazardous and Hazardous Materials

The Contractor shall:

- 2.8.1. Recycle batteries with proper documentation that meets the Environmental Protection Agency (EPA) requirements at an approved Texas Commission on Environmental Quality (TCEQ) Standards and Practices recycling center.
- 2.8.2. Be responsible for handling, transporting, and disposing of all material waste, worn/defective parts, oils and solvents, in accordance with all applicable laws, rules, and regulations to ensure the highest level of safety to the environment and public health at no additional cost to the City.
- 2.8.3. Provide the manifest ticket for hazardous materials or other proof of proper disposal on request within ten (10) working days upon the request of the Contract Manager or designee.
- 2.8.4. Not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee.
- 2.8.5. Be responsible for any hazardous materials brought to the site by the Contractor.

3. CITY RESPONSIBILITIES

The City Will:

- 3.1. Provide light, water, and electricity if available to enable the contractor to provide the services described in this document. The Contractor shall use these facilities only to perform the contractual duties.
- 3.2. Provide an on-site contact, with escorted access if necessary.
- 3.3. Provide the Contractor with name(s) of personnel authorized to order services.

**SECTION 0600 - PRICE SHEET
CITY OF AUSTIN
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SOLICITATION NO.: IFB 7500 JRD1000REBID

BUYER: Jonathan Dalchau

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer. Failure to respond to all sections of this Price Sheet or altering this Price Sheet may result in the disqualification of the Bidder's offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical or anticipated usage. Actual purchases may be more or less. Quantities will be as-needed and specified by the City for each order. The City intends to award a single contract based on overall low cost or multiple awards based on categories of specific line items, cost, or any criteria or combination deemed most advantageous to the City. An Offeror shall bid on all sections of a category in order to be considered for award of that category.

A rate of '0' (zero) will be interpreted by the City as a no-charge (free) line item and the City will not expect to pay for that line item. A blank rate or a rate of 'no bid' will be interpreted by the City that the Offeror does not wish to offer a rate for that line item.

CATEGORY 1 - ROUTINE AND PREVENTIVE MAINTENANCE

Proposer must be able to establish and provide routine and preventive maintenance for all types of requested services as described in Section 0500 - Scope of Work, Paragraph 2.6.1. The prices for these routine and preventive maintenance services shall include all labor, transportation, and material costs (lubrication, cleaning, towels, etc.). If additional repair services are needed, those repairs shall be invoiced separately using Category 2 pricing for Labor and Category 3 pricing for Materials.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (EACH)	EXTENDED PRICE
SINGLE-PHASE UPS ROUTINE AND PREVENTATIVE MAINTENANCE SERVICES				
1.1	Semi-Annual - Flat fee for Routine and Preventative Maintenance Services for Single-Phase UPS Models	4	\$548.00	\$2,192.00
1.2	Annual - Flat fee for Routine and Preventative Maintenance Services for Single-Phase UPS Models	4	\$548.00	\$2,192.00
THREE-PHASE UPS ROUTINE AND PREVENTATIVE MAINTENANCE SERVICES				
1.3	Quarterly - Flat fee for Routine and Preventative Maintenance Services for Sealed VRLA Batteries for Three-Phase UPS Models	12	\$282.00	\$3,384.00
1.4	Semi-Annual - Flat fee for Routine and Preventative Maintenance Services for Three-Phase UPS Models	6	\$642.00	\$3,852.00
1.5	Annual - Flat fee for Routine and Preventative Maintenance Services for Three-Phase UPS Models	6	\$642.00	\$3,852.00
TOTAL EXTENDED PRICE - CATEGORY 1 =				\$15,472.00

**SECTION 0600 - PRICE SHEET
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CATEGORY 2 - HOURLY LABOR RATE

The rates listed below shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the rates provided and shall not be paid separately.

ITEM NO.	LABOR	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
2.1	Labor rate for Installation and Repair services during normal business hours, defined as Monday through Friday 7:00 am - 6:00 pm	200	\$109.00	\$21,800.00
2.2	Labor rate for Installation and Repair services after hours, defined as Monday through Friday 6:01 pm - 6:59 am, Saturday and Sunday and City holidays	20	\$132.00	\$2,640.00
TOTAL EXTENDED PRICE - CATEGORY 2 =				\$24,440.00

CATEGORY 3 - DISCOUNT OFF CATALOG OR PRICE LISTS FOR MATERIALS

The City estimates an annual spending need of **\$75,000** for materials related to UPS installation and repair services.

Offeror shall be able to provide materials to complete the installations and repairs. The *percentage discount* listed shall be the minimum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these parts shall be based off a discount off catalog pricing or price lists as indicated below. The percentage discount given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the discount rates and shall not be paid separately.

The funding amount is an estimate and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as-needed and specified by the City for each order.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL MATERIAL SPEND	DISCOUNT OFF (PERCENTAGE)	EXTENDED PRICE
3.1	Minimum Discount Percentage Off for all related Materials and associated Components	\$75,000.00	20.00%	\$60,000.00
TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 3 =				\$99,912.00

CATEGORY 4 - NON-SPECIFIED ITEMS (Pricing for this Category will not be used to determine award.)

Please list any additional labor rates, markup to material costs, or related services your Company can offer the City for UPS services. Information in this Category will not be evaluated, and the City does not guarantee the purchase of any additional services. Please include additional pages as necessary.

ITEM NO.	DESCRIPTION OF OTHER SERVICES	UNIT OF MEASURE, UNIT PRICE
4.1	General Services Labor Rate	\$85.00 per hour
4.2	Maximum Markup to Costs	Cost plus 12%
4.3	Related svcs: UPS refurbishments/replacement of UPS battery systems, capacitor assemblies and fan assembly replacements. Fakouri Electrical will place spare parts on site for the aged (legacy) MGE UPS.	
4.4	Can provide turnkey installations of UPS & battery systems, STS, PDU's. As a premium supplier of General Electric UPS systems and product, we can offer significant discounts on systems ranging in size from 1.0kva to 1000kva multiple paralleled systems, (up to 35% of catalog pricing).	

COMPANY NAME: Fakouri Electrical Engineering, Inc.

EMAIL ADDRESS: cewalt@fee-ups.com

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Fakouri Electrical Engr, Inc	
Physical Address	- Not seeking local presence, but have	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name Fakouri Electrical Eng., Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name CEC Group - multiple locations
Name and Title of Contact Travis Rowe, IT manager
Project Name UPS + Battery maintenance
Present Address 1275 Valley View Lane
City, State, Zip Code Irving, TX 75061
Telephone Number (214) 837-4347 Fax Number () —
Email Address Trowe@cecfq.com

2. Company's Name McLave Company - multiple locations
Name and Title of Contact Valerie Lopez, maintenance
Project Name 24/7 and UPS + Battery maintenance
Present Address 330 Greens Landing
City, State, Zip Code Houston, TX 77038
Telephone Number (254) 742-3624 Fax Number () —
Email Address Valerie.lopez@mcclavenco.com

3. Company's Name Cushman + Wakefield for Verizon Comm.
Name and Title of Contact Alex McGraw, manager
Project Name UPS + Battery maintenance
Present Address 3815 S. Capital of Texas Highway
City, State, Zip Code Austin, TX 78704
Telephone Number (469) 540-0849 Fax Number () —
Email Address alex.mcgraw@verizon.com

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10th day of July, 2018

CONTRACTOR Fakouzi Electrical Eng., Inc.
Authorized Signature [Signature]
Title C.O.O.

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Aaron B.	Fakouri Electrical	Prime	\$36.00/hr.	Field Service Tech
Bartwan R	Fakouri Electrical	Prime	\$36.00/hr.	Field Service Tech
Karuna S.	Fakouri Electrical	Prime	\$36.00/hr.	Field Service Tech
Predrag S.	Fakouri Electrical	Prime	\$36.00/hr.	Field Service Tech

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: Fakouri Electrical Eng., Inc.

Signature of Officer or Authorized Representative:  Date: 7-10-18

Printed Name: Charles W. Ewalt

Title: C.O.O.

Section 0835: Non-Resident Bidder Provisions

Company Name Fakouri Electrical Eng., Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-Resident bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: California

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7500 JRD1000REBID
SOLICITATION TITLE: UNINTERRUPTIBLE POWER SYSTEMS INSPECTION, MAINTENANCE, AND REPAIR SERVICES

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

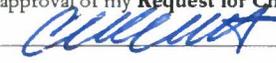
- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
- b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

NO, I DO NOT intend to use Subcontractors/Sub-consultants.
Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

YES, I DO intend to use Subcontractors /Sub-consultants.
Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Fakouri Electrical Engineering, Inc.		
City Vendor ID Code	N/A		
Physical Address	30001 Comercio		
City, State Zip	Rancho Santa Margarita, CA 92688		
Phone Number	949-888-2400	Email Address	cewalt@fee-eps.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO But is a WBE + WOSB thru WBENC <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Charles W. Ewalt, COO.  7-10-18.

Name and Title of Authorized Representative (Print or Type) Signature/Date

**ATTACHMENT A
CURRENT LIST OF UNINTERRUPTIBLE POWER SYSTEM UNITS
SOLICITATION NO.: IFB 7500 JRD1000REBID**

Rutherford Lane Campus Building #1	
Address	1520 Rutherford Lane
Location	Mechanical Room 1-103
Unit	Toshiba 1600 XP
Model	UH3G2L080C61T, installed January 2014
Serial #	140101498
Phase	Single, 120/240 Volt, 8 kVA
Battery	YUASA NPX 10-35-TFR (Dated 12-2013), 24 batteries VRLA
Run Time	45 minutes

Rutherford Lane Campus Building #1	
Address	1520 Rutherford Lane
Location	Mechanical Room 1-203
Unit	Toshiba 1600 XP
Model	UE362L036C61T-R, installed October 2009
Serial #	091001825
Phase	Single, 120/240 Volt, 3.6 kVA
Battery	Vison HP12-36WFR, 12 V, 36 W, 18 batteries VRLA
Run Time	30 minutes

Rutherford Lane Campus Building #3	
Address	1520 Rutherford Lane
Location	APD Recruitment Telecommunications Room
Unit	Toshiba 1600 XP
Model	UH3G2L080C61T, installed December 2013
Serial #	140100836
Phase	Single, 120/240 Volt, 8 kVA
Battery	YUASA NPX 10-35-TFR (Dated 12-2013), 24 batteries VRLA
Run Time	75 minutes

Rutherford Lane Campus Building #4	
Address	1520 Rutherford Lane
Location	Fire Control Room Loading Dock
Unit	Toshiba 1600 XPI
Model	H3BG2L036C61T, installed August 2015
Serial #	150802434
Phase	Single, 120/240 Volt, 3.6 kVA
Battery	YUASA NPX 10-35-TFR (Dated 09-2015), 12 batteries VRLA
Run Time	75 minutes

Rutherford Lane Campus Building #4	
Address	1520 Rutherford Lane
Location	Basement
Unit	Mitsubishi AEGIS (COA Tag #02115)
Model	UP9933A-E154DU-4, installed June 2016
Serial #	16-7M85337-01
Phase	Three Phase, 480/480 Volt, 150 kVA
Battery	Deka Unigy High Rate HR 4000 VRLA, 80 batteries
Note	Two cabinets, Isolation Bypass Panel w/ side car termination buss

**ATTACHMENT A
CURRENT LIST OF UNINTERRUPTIBLE POWER SYSTEM UNITS
SOLICITATION NO.: IFB 7500 JRD1000REBID**

Rutherford Lane Campus Building #4	
Address	1520 Rutherford Lane
Location	Basement
Unit	Battery Cabinet #1
Model	U36BP300RJBNUUU
Serial #	COA Tag #126264
Voltage	395 Amp DC max @ 480 VDC PR 5410
Battery	BPAJ14F24036000 UPS112-350MR, 40 batteries
Note	VRLA installed July 2016

Rutherford Lane Campus Building #4	
Address	1520 Rutherford Lane
Location	Basement
Unit	Battery Cabinet #2
Model	U36BP300RJBNUUU, installed October 2009
Serial #	COA Tag #1276265
Voltage	395 Amp DC max @ 480 VDC PR 5410
Battery	BPAJ14F24036000 UPS112-350MR, 40 batteries
Type	VRLA installed July 2016

APD East Substation/Forensics	
Address	812 Springdale Road
Location	UPS Room
Unit	UPS
Model	MGE 72-130103-01 EPS 6000 375 VA
Serial #	E03-107-09
Phase	Three Phase 480-480 VAC 375 kVA
Battery	12VDC Deka Unigy High Rate HR 4000 VRLA,
Note	two cabinets w/ 40 batteries in each installed in July 2016

APD East Substation/Forensics	
Address	812 Springdale Road
Location	MGE UPS Maintenance Bypass Cabinet
Unit	MGE Free standing sidecar mounted
Model	72-131813-06
Serial #	G03-11827
Phase	Three Phase 480-480 VAC, 60 Hz, 3 or 4 wires plus ground
Note	Main feed only

APD East Substation/Forensics	
Address	812 Springdale Road
Location	MGE UPS
Unit	Battery Cabinet # 1
Model	72-131813-06
Serial #	J03-12476
Voltage	VDC
Battery	Installed July 2016, 40 batteries VRLA
Type	VRLA

**ATTACHMENT A
CURRENT LIST OF UNINTERRUPTIBLE POWER SYSTEM UNITS
SOLICITATION NO.: IFB 7500 JRD1000REBID**

APD East Substation/Forensics	
Address	812 Springdale Road
Location	MGE UPS
Unit	Battery Cabinet # 2
Model	72-131813-06
Serial #	J03-12475-21
Voltage	VDC
Battery	Installed July 2016, 40 batteries
Type	VRLA

Austin City Hall	
Address	301 West 2 nd Street
Location	Basement Level Room #B132
Unit	UPS 6000 MGE UPS System
Model	E6TUPS375
Serial #	E04-10951
Phase	Three Phase 480-480 VAC, 375 kVA
Note	UPS unit

Austin City Hall	
Address	301 West 2 nd Street
Location	Basement Level Room #B132
Unit	MGE UPS - Auxiliary Cabinet
Model	72-131542-011
Serial #	F04-11942
Phase	Three Phase 480-480 VAC, 60 Hz, 3 or 4 wires plus ground
Utility Supply	Normal feed and a bypass feed
Note	Auxiliary Cabinet

Austin City Hall	
Address	301 West 2 nd Street
Location	Basement Level Room #B132
Unit	Battery Cabinet # 1
Model	72-131304-11
Serial #	J04-13215
Voltage	VDC
Battery	Installed August 2013, 40 batteries
Type	VRLA batteries

Austin City Hall	
Address	301 West 2 nd Street
Location	Basement Level Room #B132
Unit	Battery Cabinet #2
Model	72-131304-11
Serial #	J04-13216
Voltage	VDC
Battery	Installed December 2008, 40 batteries
Type	VRLA batteries

**ATTACHMENT A
CURRENT LIST OF UNINTERRUPTIBLE POWER SYSTEM UNITS
SOLICITATION NO.: IFB 7500 JRD1000REBID**

ABIA South Terminal	
Address	10000 Logistics Lane
Location	Room 107
Unit	Eaton Powerware
Model	9390-30
Serial #	EB125CBA09
Phase	Three Phase 480VAC 3W 60Hz 36A 27kW 30KV _a
Battery	80 batteries / 2 Racks / 12HX505-FR 12V 506W/Cell
Note	VRLA batteries

ABIA Communications Center	
Address	Employee Avenue
Location	Room 102
Unit	Emerson Network Power / Liebert
Model	NXB0A0020C
Serial #	210120002210701000C / 38-6865
Phase	Three Phase 208/120VAC 56A 60 Hz 17.8kW 20KV _a
Battery	24 VDC batteries VRLA
Note	

ABIA Airfield Lighting Vault	
Address	10104 Aircraft Lane
Location	Airfield Lighting Vault
Unit	Symetra APC
Model	SYCF40KF
Serial #	PD1150350050
Phase	Three Phase 208VAC 60Hz 40kW 40KV _a
Battery	12 VDC batteries VRLA
Note	

Single-Phase UPS – Units associated with Section 0600 - Price Sheet lines 1.1 - 1.2
Three-Phase UPS – Units associated with Section 0600 - Price Sheet lines 1.3 - 1.5
Three-Phase UPS Peripherals – Units associated with Section 0600 - Price Sheet lines 1.3 - 1.5



**FEE CORPORATE PROFILE SUMMARY
BACKGROUND AND EXPERIENCE**

- **Background:** For over 39 years, Fakouri Electrical Engineering, Inc. (FEE) has provided engineering and maintenance services for Uninterruptable Power Supply (UPS), Battery, generator, and critical power systems. The company was established in 1975, with principle electrical and electronic engineers highly trained and experienced in electrical configuration of power systems related to data center facilities. With solid technical infrastructure and firm commitment to responsive quality service, today FEE is a leading service provider with expertise in UPS critical power systems with engineering and maintenance services offered nationwide. FEE is an integral part of many facilities and IT support teams, with 24/7 emergency support and a proven successful track record of performance.
- **Diversity Program - Women Business Enterprise:** FEE is an established Women Owned Business Enterprise (WBE) certified by the National Women’s Business Council (WBENC) and Public Utilities Commission (PUC). FEE has also been listed as a top 100 Diversified companies.
- **ISO 9001:2015:** FEE is an ISO certified company since 2001, for UPS maintenance and installation services. Our quality assurance program integrates ISO protocol along with performance index to best serve our customers.
- **National Organization:** With its national infrastructure, FEE provides UPS Maintenance and Engineering Services on a national level. FEE’s UPS critical power services and EF&I projects are utilized by many large fortune 500 companies at multiple locations.
- **Service Partner:** FEE is a “PREFERRED SERVICE PARTNER”, listed with many companies and management groups throughout the USA. As an integral part of the service team, FEE provides comprehensive reports and communication to customer with regards to systems and their operational status.
- **Single Source Vendor:** FEE has a proven track record of performance in the maintenance service and turn key installations of multiple UPS and equipment type:
UPS: Liebert/Emerson; MGE/APC; Exide/Powerware; Chloride; Mitsubishi; Toshiba; Pillar; GE, and others.
Battery: Fiamm, C&D, Dekka, CSB, EnerSys, GNB
Generator: Cummins, Kohler, Caterpillar, Generac
Power Distribution/Transfer Switch: PDI, Cyberex, Liebert, Asco, Zenith, Onan, GE, Westinghouse
- **FEE Services:** In brief, the following are electrical systems FEE provides services for:

Maintenance & 24/7 Emergency Support:	Project Engineering, Furnish & Installation (EF&I)
<ul style="list-style-type: none"> • Uninterruptible Power Systems • 48VDC telecommunication DC Plants • Emergency Generator Systems • Automatic Transfer Switchgear (ATS) • Power Distribution Systems (PDU's) • Static Transfer Switch (STS) • Monitoring of critical systems (Battery, UPS) • Environmental and cooling systems (HVAC) • UPS Reconditioning/Refurbishment • 24/7 emergency and Disaster/Recovery Support 	<ul style="list-style-type: none"> • EF&I turn-key UPS power system configuration design & installation • EF&I Battery plants installation and replacement • 48VDC telecommunication plants • EF&I emergency back-up Generators and ATS • Site power survey/energy efficiency evaluations • Forensic power study • Single point failure analysis • UPS and equipment refurbishment/rebuild • Technical facilities and/or relocation planning • Power equipment turn-key sales, installation & services

- **Qualifications and Credentials:** FEE holds and maintains the following:
 - Experienced staff with various Engineering Degrees and Technical Certifications in UPS, Batteries, Generator and Power Distribution Systems.
 - Professional Electrical Engineering Licenses (P.E.)
 - General Contractors and Building Licenses
 - Electrical Contractor Licenses
 - Heating, Ventilation and Air Conditioning License.

- **Engineering (EF&I) Capabilities:** As a leading engineering and installation organization specializing in critical power systems, FEE maintains a staff of electrical engineers, installation professionals and technicians to provide total turn-key (EF&I) services for Diesel Generators, UPS and Power Distribution Systems. FEE also provides engineering site audits, power surveys and building acceptance testing, utilizing state of the art designs while delivering on time competitive pricing.

- **Disaster Recovery Support:** For preferred contract customers, FEE offers response and installation teams for recovery of critical power systems due to events that may impact a data center facility. Our availability is 24/7/365 days a year with a toll free number: **800-669-8862**.

- **Value Added Service included in contract:**
 - **Method of Procedure (MOP)** – Prior to scheduled work, FEE will generate an MOP describing scope of work, operational procedures, applicable material required, step by step procedures, timelines, and return to on line normal operation.
 - **Asset Management: 24/7 Web Customer Portal** (FEE corner) enabling customer to access field service reports, MOP's, documentation and equipment status at time 24/7.
 - **Operational Procedures:** FEE will verify operational procedures and single line diagram and generate soft copy for customer with start-up, transfer, and shut down procedures.
 - **Account Manager:** Assignment of account manager to assure on going communication and status with regards to equipment, schedules, and periodic review with customer.
 - **Training** – FEE offers training once a year to customer designated personnel, covering UPS, battery and critical power operations.
 - **Engineering/Project** – FEE's engineering department is available at any time for questions, consult or projects for customer that may require design installation or equipment replacement.

- For more information visit our website at www.fee-ups.com or contact us at (800) 669-8862.



REGISTRATION CERTIFICATE

***This document certifies that the administration systems of
Fakouri Electrical Engineering, Inc.
30001 Comercio, Rancho Santa Margarita, CA 92688, USA***

***have been assessed and approved by QAS International
to the following management systems, standards and guidelines:***

ISO 9001 : 2015

***The approved administration systems apply to the following:
Fakouri Electrical Engineering, Inc. located in Rancho Santa Margarita, California, provides
Major Corporations at their Data Centers and Facilities with Electrical Design, Entire "Turnkey"
(EF&I) Installations, Engineering Consultation and Maintenance Services for Critical Power
Equipment, such as UPS Systems, UPS Battery Plants, Emergency Diesel Generators,
ATS Switchgear, Power Distribution and 48 VDC Telecom Power Plants. Clause 7.1.5,
Monitoring and measuring resources, is not applicable to the Quality Management System***

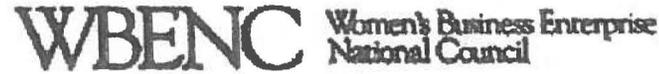
Original Approval **6th November 2003**
Current Certificate **6th February 2018**
Certificate Expiry **6th February 2019**
Certificate Number **US1801**

Signed: Certification Officer

On behalf of QAS International

This certificate remains valid while the holder maintains their administration systems in accordance with the standards and guidelines stated above, which will be audited annually by QAS International. The holder is entitled to display the above registration mark for the duration of this certificate, which should be returned to QAS International upon reasonable request.
Issuing Office: QAS International, 20A Oxford Street, Malmesbury, Wiltshire SN16 9AX, UK





hereby grants

National Women's Business Enterprise Certification

to

Fakouri Electrical Engineering, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Council - West, a WBENC Regional Partner
Organization.

Certification Granted: October 30, 2008

Expiration Date: September 30, 2018

WBENC National Certification Number: 243556

Authorized by Pamela Williamson, President & CEO
Women's Business Enterprise Council - West



NAICS: 541990, 811219
UNSPSC: 39120000



Women's Business Enterprise
National Council
WBENC

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Fakouri Electrical Engineering, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 541990, 811219 UNSPSC: 39120000
Certification Number: W100430
Expiration Date: September 30, 2018

Women's
Business Enterprise
Council WEST

Pamela Williamson, Ph.D.

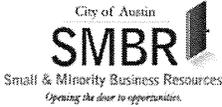
Pamela Williamson, Women's Business Enterprise Council - West
President & CEO

Pamela Prince-Eason

Pamela Prince-Eason, WBENC President & CEO

Candace Waterman

Candace Waterman, WBENC Vice President



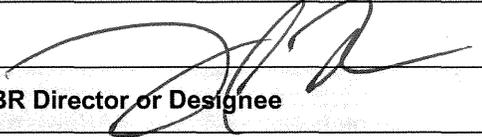
GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Jonathon Dalcha / 512 974 2938	PM Name/Phone	Don Pearson / 512 974 3971
Sponsor/User Dept.	Building Services	Sponsor Name/Phone	Veronica Zervan / 512 974 3519
Solicitation No	IFB 750 JRD1000REBID	Project Name	UPS MAINTENANCE
Contract Amount	\$700,000	Ad Date (if applicable)	06/11/2018
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – Design Build <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> AD – JOC <input type="checkbox"/> IFB – Construction <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Ratification <input type="checkbox"/> Sole Source*			
Provide Project Description**			
This solicitation will provide for Uninterruptible Power Systems (UPS) inspection, maintenance, and repair services used to provide power backups to City technology systems.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Rebid of JRD1000; Previous contract is NA120000056 - No Goals Assigned on either			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
93661 (80%) 28596 (20%)			
Jonathan Dalchau		5/29/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption
 **Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	5/29/2018	Date Assigned to BDC	5/29/2018
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
<input type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input checked="" type="checkbox"/> No subcontracting opportunities <input checked="" type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
<i>If Other was selected, provide reasoning:</i>	
MBE/WBE/DBE Availability	
<i>There are 3 mwb'es available</i>	
Subcontracting Opportunities Identified	
John Wesley Smith 05.30.18 SMBR Staff	<i>John Wesley Smith</i> Signature/ Date
 SMBR Director or Designee	Date <i>6-5-18</i>
Returned to/ Date:	